

1639 6th St.
Coachella, Ca 92236

May 29, 1980

Brother David Burcizza, Director
Department of Negotiations, U.F.W.
P. O. Box #62
Keene, Ca 93531

Dear David,

I'll send this letter to La Paz, to supplement letters of May 11 and April 21, so you have a complete set of our contract proposals, though I understand our negotiator is due to arrive today. Again, apologies for being so late. These proposals should pretty much complete our proposals for changes, except for wages and very minor areas pending or where we do not have a firm position.

At our Ranch Committee meeting of 5/14/80, the Committee (Armando Sanchez, President; Carlos Ortiz, Vice President; Doug Adair, Secretary; Gus Swaby, 1st Vocal; and Alfonso Sanchez, 2nd Vocal; plus Mark de la Gente for U.F.W. staff) discussed the Side Letters and Supplemental Agreements attached to the present contract. Our proposals are as follows:

SIDE LETTER to 1977 contract:

SENIORITY: no changes.

ACCESS: no changes.

PARTNERSHIPS: no changes.

*FUNDS: changes in wording should reflect changes in contributions; avoid litigation and grievances. (Committee later agreed to propose using language of Articles #30, R.F.K.; #31, Pensions; and #32, M.L.K.; plus Article #44, Delinquencies; all taken from Sun Harvest contract of 9/4/1979).

MANAGEMENT RIGHTS: no changes.

EMPLOYEE INFORMATION: no changes.

NEGOTIATIONS: no changes.

SUPPLEMENTAL AGREEMENT to 1977 contract:

Working CONDITIONS: no changes.

CAMP: no changes.

*SENIORITY: delete term "general labor." (We want no exceptions to straight seniority except for monthly-paid working ranch foremen). (Isidro Alonzo of Dafco steadies advised us steadies wanted area seniority for steadies retained, but will check with them. In 1977, there were no new, low seniority steadies. Now there are new irrigators and tractor drivers in Wonder Palms and Travertine. It was noted that if there was a layoff at Dafco, under this area seniority clause the new workers at Wonder Palms and Travertine might continue working while workers with years more seniority would be on layoff. Isidro will discuss it with steadies, but position as of now is to retain area seniority for steadies, as per this clause).

*BILLBAR FOREMAN: delete. (New clause on transportation).

FREEDMAN/TRAVERTINE CONTRACT PROPOSALS, p. 2
(letter of 5/29/80)

At our Ranch Committee meeting of 5/23/80, the Ranch Committee and Negotiating Committee (Armando Sanchez, President; Carlos Ortiz, vice president; Doug Adair, Secretary; Alfonso Sanchez, 1st Vocal; Isidro Alonzo, steadies representative; Luis Aranda and Sra. Sanchez, Freedman workers; plus Mark de la Gente for U.F.W. staff) reviewed proposals again, and targeted certain proposals as priority for immediate negotiations, considering shortage of time available to negotiate complete contract.

1. Committee rejected idea of signing an extended (3-year) contract based on abbreviated negotiations and proposals.

2. Committee not opposed to signing a one-year contract (or even 9-month contract, expiring next year in the thinning) if it dealt with following priority clauses (in priority order):

A. Wages and COLA. (Wage raises of June, 1978 were 5.94%; (20¢); Raise of June, 1979 was 5.91%, or 21¢; inflation in 1979 is estimated at 13%. A 13% "catch-up" raise would put us at \$4.25 an hour. Anything less than that leaves us behind in purchasing power of a year ago. COLA should be targeted for January 1, to cover inflation of 1980.) Committee has not discussed except in general terms what wage rates should be, except to ask for Sun Harvest rates. With anything less than Sun Harvest rates, we are presently inclined to drop demands for Nagi Daifulla Vacations and Juan de la Cruz Pensions and convert that into hourly wages.

B. Number 2 demand is hours, if possible guaranteed at 7 or 8 per day in the harvest. Many crews averaged 5 hours a day in 1979, and no companies in Valley worked on Saturdays, for a work week between 25 and 30 hours. Even a good agreement on wages would be meaningless with hours like that.

C. Third priority is Seniority, especially dealing with separate vineyard repair list (covered in proposed changes in appendix); then with 2nd foremen; then with family seniority.

Because of inflation, committee would be inclined to sign a shorter contract. The higher the wages we could get, the more inclined we would be to let other changes slide, as obviously we can live with the present contract. But three clauses above would be minimum (with possible compromises in 2nd foremen/working foreman provisions if vineyard repair list is eliminated; and on family seniority).

The Committee also reviewed proposals and made the following additions:

ARTICLE #14, HEALTH & SAFETY

ARTICLE #37, INJURY ON THE JOB

*Add wording (probably to Article #37): "An employee of the company accidentally sprayed by another employee of the company with pesticides or agricultural chemicals shall have the right to leave work immediately for bathing and removal of contaminated clothing, and medical attention, if necessary. Such a worker will receive full pay for the balance of the day of injury."

(ARTICLE #37, continued):

(Note that the Committee later proposed substituting Sun Harvest language, Article #47, for Freedman Article #37, Injury on the Job, and it would be appropriate to add this proposed wording to the Sun Harvest language).

ARTICLE #28, HOURS OF WORK, OVERTIME AND WAGES:

Section A-1: "Irrigators and tractor drivers shall be paid the rate of one and one-half (1-1/2) times the workers' regular rate of pay for all hours worked in excess of nine (9) hours in one (1) day."

Section B: no change.

Section C: "The following provisions shall apply to all workers:" (delete "except to irrigators and tractor drivers.").

1. "Daily Overtime: The rate of one and one half (1-1/2) times the workers' regular rate of pay shall be paid for all hours worked in excess of eight (8) hours in one (1) day, except for irrigators and tractor drivers."

2. (change last sentence to read): "...Such workers shall be paid a premium of fifty cents (50¢) per hour for all hours worked."

3, 4, 5, 6, No changes.

Sections D, E, F, no changes (but revise Appendix A!)

Section G: (add): "Workers shall be entitled to eight (8) hours of work (or pay for eight (8) hours of work) on regular work days, unless the work day is terminated by an Act of God or unless the worker voluntarily works less than eight (8) hours. The term Act of God shall include, but not be limited to, a drop in allowable sugar content of any particular variety of grape. The work week shall normally consist of no less than five (5) work days."

"1. This clause shall not apply to the final day of work before and extended (six (6) or more days) layoff."

"2. The Union and Company may agree to a waiver of this provision when they both agree that it is in the interests of both the company and workers."

*Note that Section G is a new section and is probably our #2 priority, after wages, for immediate resolution. Committee is in general agreement that we would settle for 7 hours in the harvest; and for Sun Harvest language, Article #19, without the guarantee, if wages were sufficiently high. Negotiations over this clause and wages should be linked so that fast workers (picking 30 or more boxes a day/ ricked and packed) are earning \$200 a week take-home.

Problems have arisen in two areas: SATURDAYS: Many people prefer to work a half day on Saturdays. However, some (often many) want and need a full day's work. For men and supervisors, who have daily rate guaranteed regardless of when the crew goes home, often organize/encourage the workers to "vote" to go home early. Workers who

(ARTICLE #28, continued):

want to continue to work should have that option/guarantee. If there are too few left in the crew for the company to want to continue working a separate crew there, the company would have the option of combining crews for Saturday afternoons. This situation arises primarily in the pruning, as there is so little work in the thinning that everyone wants every minute available; and the company does not work on Saturdays in the harvest. Another aspect is partents who bring their kids on Saturdays, and want a full day's work for the whole family.

HARVEST WORK: Work days in many crews in 1979 were 5 and 6 hours and not infrequently 4 or even 4. Standard work weeks were 25-30 hours. Even at \$5 an hour, workers would only be making a little over \$100 a week without the bonus. Work is apparently terminated because orders are filled. Note that with 16 different crews working, the company usually can count on about 16,000 boxes by about 10: a.m., and they start laying off crews.

Proposal would force a radical change in company operations, with fewer crews, fewer workers, and more hours for those hired. "Sugar content" clause would provide a loophole for abuse. We should make it very clear in negotiations that stewards could demand proof that sugar content was consistently low for all packers, not merely an excuse to send the crew home early. But loss of Saturday work in 1979 (a valley-wide agreement among grape growers to boost prices) and steady decline in work day hours has left many workers on the borderline of survival. The shortened week has affected worker loyalty, turnover, leading company to hire more new workers, who work a few days, realize they aren't making it, quit, and move on... a vicious circle serving neither the seniority workers nor offering anything reasonable to new workers...

Company might try to preserve the old system by working crews 3 or 4 days, laying them off for one or two, but I have a feeling that would even further destabilize the crews, lead to much higher turnover. Only about 30% of the workers in the low seniority crews returned for the second part of the thinning this year, because of the shortness of the first part of the season (two 3-day weeks), long layoff (3 weeks) separating perlettes and Thompsons. Workers are looking for companies where the take-home check at the end of the week can hit \$200 in the harvest. There is no way we can provide that if hours are down in the 20-30 hour range. (Note I can remember fast workers making \$160-\$200 at Tenneco in the 1971-1972 seasons; almost unheard of now at Friedman, 10 years later, unless the worker is in repack).

ARTICLE #38, VACATIONS

(Note that at the meeting of 5/23/80, the committee decided to reverse its decision of 5/11/80, in the interests of speedy negotiations, and propose the same system of the old contract, straight hour-per-year. On 5/28/80, the Committee discussed for the first time the Sun Harvest proposal, and was favorably inclined towards it. The proposal of 5/23 was as follows):

Section A-1: Workers who worked 1000 hours in the prior calendar year shall be eligible for two weeks (twelve (12) paid days) of vacation. Workers who worked 500 hours in the prior calendar year shall be eligible for one week (six (6) paid days) of vacation. Workers who worked 250 hours in the prior calendar year shall be eligible for $\frac{1}{2}$ week (three (3) paid days) of vacation.

Other changes in Sections A, D, and F would follow proposal of 5/11/80.

Thus at different times, the Committee has considered or approved 3 different vacation plan systems, all of which would be open to considerable negotiation. The problem facing us is to cover maximum number of workers. Production records may help us to determine a plan which best serves the following considerations:

1. to cover maximum number of workers with some vacation (especially since we expect to drop Nagi Daifullah during negotiations.
2. to cover workers who work year after year, even with few hours in any given year.
3. to give extra vacation pay to people with more years of service (not provided for in the system in the current contract)
4. to anticipate substantial reduction in hours, beginning after the 1980 harvest, for vineyard repair workers (due to less work in the maturing "new vines;" and due to increased use of sprays, decreased use of hoeing crews).

At the Ranch Committee meeting of 5/28/80 (Armando Sanchez, president; Doug Adair, Secretary; Gus Swaby, 1st Vocal; Alfonso Sanchez, 2nd Vocal; Margarita Ortiz, steward for Vical Garcia's crew; and Mark de la Gente for U.F.W. staff) the committee discussed the new SUN HARVEST contract of 7/4/79. We agreed to consider or propose that the following Articles from the SUN HARVEST contract be included (with the same language unless noted). (As not all committee members have had a chance to study these clauses, this is tentative approval):

ARTICLE #47: INJURY ON THE JOB

Use Sun Harvest wording to replace Freedman Article #37. Add pesticide wording of page 2 of this set of proposals.

ARTICLE #46: PAID REF

Sun Harvest wording

(SUN HARVEST proposals, continued)

ARTICLE #45: COST OF LIVING

Sun Harvest wording for Sections A, D, E., and F. But try to sweeten B. and C. as follows:

"Section B: In the event that the C.P.I. in January, 1981, shall exceed an increase of five percent (5%) over the C.P.I. in January, 1980, a cost of living allowance of one cent (.01¢) per hour shall be paid for each six tenths (.6) of a point increment in the C.P.I. Any adjustment due under the above formula shall be effective on and continuing from January 2, 1981.

"Section C: In the event that the C.P.I. in January, 1982, shall exceed..." etc.

ARTICLE #44: DELINQUENCIES

SUN HARVEST wording. (Does this allow strikes, boycotts? Is it in conflict with "No strike" clause?)

ARTICLE #43: LABOR MANAGEMENT RELATIONS COMMITTEE

Sun Harvest wording. not top priority but not a bad idea.

ARTICLE #32: M.L.K.

Sun Harvest wording, new rates.

ARTICLE #31: JUAN DE LA CRUZ PENSIONS

Sun Harvest wording, new rates, for innitial proposal. Our inclination at present is to convert this to hourly wages if we don't come up with a wage offer close to Sun Harvest.

ARTICLE #30: R.F.K.

Sun Harvest wording, new rates.

ARTICLE #26: TRAVEL ALLOWANCE:

(new proposal):

Section A: The Company and the United Farm Workers of America, AFL-CIO, recognize that one of the greatest daily expenses for farm workers is the cost of transportation, made especially burdensome by the exalating cost of gasoline. For thousands of farm workers, the so-called gas crisis has become a very personal crisis. The company and the union further recognize that it is in the national interests to reduce the consumption of gasoline. It is mutually agreed that the company and Union will seek to do their parts in dealing with the national and personal crises facing us.

1. The Company will submit to the Union, on or before January 1, 1981, a comprehensive plan for a company-wide transportation system, based on vans or buses, and the estimated cost per worker per ride of running such a system on a non-profit basis. The Union will cooperate with the company in preparing such a plan, and will appoint a transportation committee to survey the residence patterns of employees and draw up ideas for possible routing of such a system.

2. As per past practices, the company will give special consideration to granting transfer requests when car pooling or

(SUN HARVEST PROPOSALS, continued)

ARTICLE #26, TRAVEL ALLOWANCE: (continued)

shared transportation is involved.

3. Commencing with the signing of this contract, and continuing until such time as the Company and Union have agreed upon a mass transportation system which is operational, the company will pay a one-hour bonus (at his or her regular rate of pay) to each driver of a car who brings an additional 2 or more workers with him/her to work. An employee who brings one additional employee with him/her will be eligible for an additional $\frac{1}{2}$ hours' pay at his or her regular rate of pay.

a. Foremen will provide employee-drivers with forms on which the driver will list other employees (and social security numbers) driving with him/her, and noting on which days s/he brought them. Forms must be submitted promptly on Friday or Saturday for the preceeding week for reimbursement to be included in that week's paycheck.

b. While benefits for foremen and supervisory personnel are out of the scope of this contract, the company and Union agree that bonuses for foremen and supervisory personnel providing transportation for employees would be just and would encourage shared transportation and car pooling.

APPENDIX

Crew: _____

Payroll Period: _____

Driver: _____

S.S.#: _____

Riders: _____

S.S. #:

M T W Th F S

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

(This clause is for obvious reasons. Other idea was for a $\frac{1}{2}$ hour bonus for work on all ranches away from Dafco).

ARTICLE #24, HOLIDAYS

(Some of wording here is better than Freedman wording. Steadies complain their holiday pay is presently for 8 hours, should be for 9 hours, their regular day's pay).

(SUN HARVEST PROPOSALS, continued)

ARTICLE #23, BEREAVEMENT PAY
Sun Harvest wording

ARTICLE #22, VACATIONS

Committee likes this wording, with system in which everyone with 700 hours gets vacation, 2% of gross pay for newer workers, 4% for workers with 4 or more years of seniority. 700 hour limit would cover workers in crews who worked pruning, tying, thinning and harvest. Workers in just pruning, thinning and harvest would be borderline, might make it, might not, partly depending on the crew, how many hours in the thinning.

ARTICLE #19, HOURS

Our proposal is a little stronger, but we would settle for wording similar to Sun Harvest.

This letter, along with those of April 21 and May 11, covers all proposals and ideas included in the old Freedman/Travertine contract and all proposals and ideas submitted to or considered by the Committee, for a new 3-year contract. If we have to settle for a one-year contract, we would suggest beginning negotiations as soon as possible for a new contract including these ideas. With our experience in the grapes and in contract administration, I would think either Armando or I could negotiate this language, if we had some training this summer or fall (between harvest and pruning) on negotiations, bad-faith, the law, etc. And of course with the proposals at hand, perhaps a good negotiator could negotiate a really good contract next spring, while the committee concentrated on preparing the workers for action at the expiration of a one-year contract.

Again, our apologies for being so slow in completing this work.

Viva la Causa,
Sincerely,

Doug Adair, Secretary
Freedman/Travertine Ranch Committee
United Farm Workers of America,
AFL-CIO

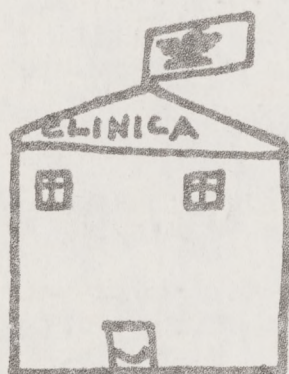
A SHORT HISTORY OF THE COACHELLA CLINIC. WE FIRST OPENED OUR DOORS IN MARCH, 1976, ESTABLISHED TO SERVE THE MEDICAL NEEDS OF THE FARMWORKER COMMUNITY. THEN, THE UFW HAD ONLY 1 CONTRACT IN THE WHOLE COACHELLA VALLEY. THE UNION NOW HAS MORE THAN 14 RANCHES UNDER CONTRACT. IN ONLY 3 YEARS, THE CLINIC HAD GROWN VERY BIG, VERY FAST, TO THE POINT WHERE WE WERE SEEING MORE THAN 100 NEW PATIENTS EVERY MONTH. TOO MANY. SO WE CAN CONTINUE TO PROVIDE THE HIGHEST QUALITY OF MEDICAL CARE POSSIBLE, EFFECTIVE OCTOBER 15, 1979: THE ONLY PATIENTS THAT WILL BE SERVED AT THE CLINIC ARE-

1. ESTABLISHED PATIENTS: ANYONE WHO HAS BEEN SEEN AT THE CLINIC BEFORE
2. NEW PATIENTS: WORKERS, THEIR HUSBAND OR WIFE, AND THEIR CHILDREN WHO ARE LESS THAN 19 YEARS OLD. YOU MUST BE WORKING AT A CONTRACT OR CERTIFIED RANCH (WHERE THE WORKERS HAVE VOTED TO HAVE THE UFW REPRESENT THEM AND THE ARLB HAS CERTIFIED THE RESULTS OF THE ELECTION)

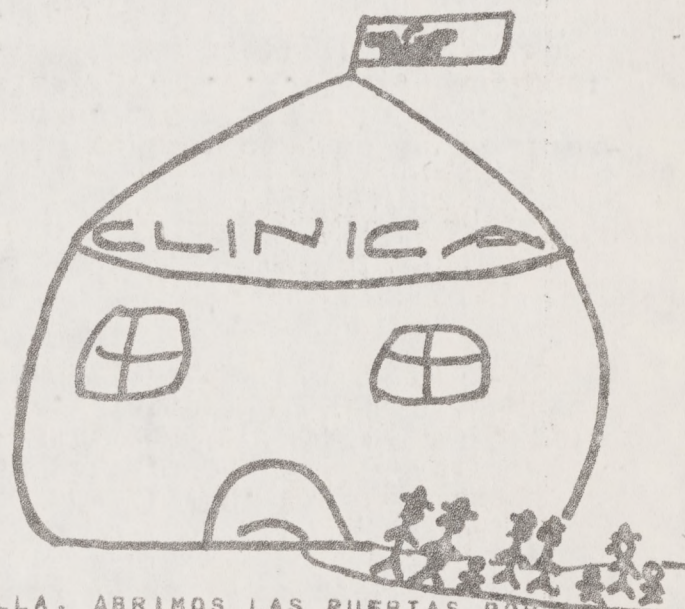
REMEMBER TO MAKE AN APPOINTMENT BEFORE (IF POSSIBLE) YOU COME.

TELEPHONE #398-5514
1623 6TH ST.

HOURS: MON.-FRI 11-7, SATURDAY 10-6



or
O



UN BREVE HISTORIA DE LA CLINICA DE COACHELLA. ABRIMOS LAS PUERTAS POR LA PRIMERA VEZ EN MARSO 1976, ESTABLECIA PARA SERVIR LAS NECESIDADES MEDICAS DE LA COMUNIDAD LOS COMPELINAS. EN ESTE TIEMPO LA UNION DE CAMPESINOS (UFW AFL-CIO) TENIA SOLAMENTE UN CONTRATO EN TODO EL VALLE DE COACHELLA. AHORA, LA UNION TIENE MAS DE 14 RANCHOS BAJO CONTRATO. EN SOLAMENTE 3 ANOS, LA CLINICA HA CRECIDO MUCHO, HASTA EL PUNTO QUE ESTABA RECIBIENDO MAS DE 100 PACIENTES NUEVOS CADA MES. DEMASIADOS. ENTONCES, PARA PODER CONTINUAR SERVICIOS MEDICAS DE LA CALIDAD MAS ALTA, EMPZANDO 15 DE OCT., 1979

LOS PACIENTES QUE VAN A RECIBIR SERVICIOS EN LA CLINICA SON:

1. PACIENTES YA ESTABLECIDOS: CADA PERSONA QUE YA TIENE EXPERIENTE EN LA CLINICA
2. NUEVOS PACIENTES: TRABAJADORES, SU ESPOSO/ESPOSA Y SUS NINOS QUE TIENEN MENOS DE 19 ANOS, QUE TRABAJAN BAJO CONTRATO, O EN RANCHOS CERTIFICADOS (DONDE TRABAJADORES HAN VOTADO QUE LA UNION LOS REPRESENTA Y EL CONSEJO LABORAL-ALRB- HA CERTIFICADO LOS RESULTADOS DE LA VOTACION)

RECUERDEN HACER UNA CITA (SI SE PUEDE) ANTES DE VENIR.

TELEFONO: 398-5514

1623 6TH ST.

HORAS: LUNES-VIERNES 11-7, SABADO 10-6

JOHN BOWEN

Do you work at Marshburn Farms?

How long have you been employed by Marshburn Farms?

What is your position/title?

How long have you held that position?

What was your position before _____, 1976?

As General Foreman, what are your duties?

Who is your supervisor?

WHO HIRED YOU? HOW HIRED?

MANUEL FRIAS

Have you ever worked for Marshburn Farms?

When were you hired?

Who hired you?

Until what days did you work there?

What were your work duties?

Were you an irrigator before working for Marshburn? 77
How long have you been an irrigator? 58
Did you work throughout the year at Marshburn Farms? 19 yrs 19
much experience have you had as an ir | throughout as irrigator

Who was your foreman?

How many people were usually in your crew?

Did you ever receive any complaints about your work performance?

MANUEL FRIAS

List- Have it marked for identification

Do you recognize this item?

What

Can you identify it?

When did you make up this letter?

What did you do with it after you made it?

Did the workers at Marshburn know that this petition existed?

How did know about it?

CLB

11
MANUEL FRIAS

In the first week in May of this year, were you transferred to another crew?

crew

Who was the foreman?

Miguel

Who informed you of the transfer?

Tomas

Did he give you a reason for the transfer?

In other ranches
asked for people
limited Car & w/ Vince

Did he tell you how long the transfer would be in effect?

No

Had you ever been transferred to work under any other foreman prior to this time?

w/in co.

Did you receive any complaints
from Miguel?

How often was he present?

Who gave you your order

MANUEL FRIAS

Are you a supporter of the United Farm Workers Union?

yes

When did you begin to have contact with the UFW?

always

when did you begin to have frequent contact with the union?

What was your purpose?

Feb.

Have you ever attended UFW meetings?

- wanted to organize other workers

How often?

Some knew? How ideas
Talked

why - discrim. for rate

Cresencio Rios

thinks others knew gen'lly

Talked to Ann went by self - 3 times Mayo

When did you first begin to go to these meetings?

Did you ever discuss the union with other workers?

yes

With whom?

When ? Feb/on

what was said
needed union

Did you ever have a conversation with Tomas Gonzalez about the Union?

Asked / How do you see union / Who are most unionist

Cresencio Chavez / Alberto

When? Where? Was anyone else present?

Marzo
no

He was also discharged

MANUEL FRIAS

Were you ever paid for the half day that you missed?

no

After returning to work

Were there any changes in your work assignments?

yes
no regador
just when needed
mas pesado

Did he ever
tell you that
your job was
be diff?

Was there a change in work assignments on the week ends?

Sometimes
- didn't work sat's

How much did other work?

" you work

Another conversation -

After 9 days - July

The patronos are watching you.

Promedio 200 acres
was sick

If you can't, go home?

I am working.

Present - others - No / Donde - 55
When - 9-10 AM in the fields

After returning to work , did you have a conversation with Tomas Gonzalez regarding your visit with the T's?

Why did you go to talk about him
Juan 7

What was said?

Como el Tomas
manifestes

When?

corage
voice - con corage

3 days after

Where?

in field

Who else was present?

no one